

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

Jeffrey W. Carpenter, §  
§  
*Plaintiff*, §  
§  
v. §  
§ Civil Action No. 3:23-CV-00769-N  
Twin City Fire Insurance Company, §  
§  
*Defendant*. §  
§ Jury Demand

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**APPENDIX IN SUPPORT OF PLAINTIFF JEFF CARPENTER'S  
RESPONSE TO DEFENDANT'S PROPOSED FINAL JUDGMENT**

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Respectfully submitted,

*/s/ David L. Wiley*

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*Attorneys for Jeff Carpenter*

**From:** David Wiley david@gwfirm.com   
**Subject:** Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)  
**Date:** May 6, 2025 at 11:33 AM  
**To:** Amy Gibson amy@gwfirm.com  
**Cc:** Knight, Steven J. Steven.Knight@CHAMBERLAINLAW.COM, Kirchner, Christine c.kirchner@chamberlainlaw.com, Douthit, Jared Jared.Douthit@chamberlainlaw.com, Lemons, Chris M. Chris.Lemons@chamberlainlaw.com

---



Steven,

Attached is our draft.

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e: david@gwfirm.com

Appendix 002

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

Jeffrey W. Carpenter, §  
§  
*Plaintiff*, §  
§  
v. § Civil Action No. 3:23-CV-00769-N  
§  
Twin City Fire Insurance Company, §  
§  
*Defendant*. §

---

**FINAL JUDGMENT**

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This Court dismissed the remedies of punitive damages and injunctive relief [ECF No. 50]. This Court later granted summary judgment in favor of Plaintiff Jeffrey W. Carpenter on the only disputed element of the *Stowers* claim. [ECF No. 67]. For the reasons stated in its Order [ECF No. 67], and considering both the underlying state-court judgment [ECF No. 54, pp.5-12, PageID 3531-3538] (the “Prior Judgment”) and the Stipulation in which Twin City Fire Insurance Company admitted liability on all *Stowers* elements other than insurance coverage [ECF No. 54], IT IS ORDERED as follows:

1. Defendant Twin City Fire Insurance Company is now jointly and severally liable with Brian Potashnik, Southwest Housing Development Company, Inc., Southwest Housing Management Corporation, Inc. a/k/a and d/b/a Southwest Housing

Management Company, Inc., and Affordable Housing Construction, Inc., for payment of the Prior Judgment to Plaintiff Jeffrey W. Carpenter.

2. Specifically, Plaintiff Jeffrey W. Carpenter shall have and recover from Defendant Twin City Fire Insurance Company:
  - a. \$928,020.76, which was the amount of actual damages in the Prior Judgment;
  - b. prejudgment interest on that \$928,020.76 at the rate of 5.25% per annum simple interest from March 11, 2008 through December 16, 2018 [through the day before the date of the Prior Judgment];
  - c. \$820,818.00, which was the amount of reasonable attorneys' fees in the Prior Judgment through December 16, 2018 [through the day before the date of the Prior Judgment];
  - d. costs of court granted in the Prior Judgment;
  - e. post-judgment interest on all the above amounts (a)-(d) at the rate of 5.25% per annum, compounded annually, from December 17, 2018 [the date of the Prior Judgment]
    - (1) through March 18, 2021, which is the day before the supersedeas bond amount of \$214,625.00 was paid on March 19, 2021;
    - (2) and continuing starting March 19, 2021 on the unpaid remainder after credit for the bond amount until the date the Prior Judgment is satisfied;
  - f. \$128,700.00, representing the amount of then-conditional reasonable appellate attorneys' fees granted in the Prior Judgment;
  - g. post-judgment interest on that \$128,700.00 at the rate of 3.97%, compounded annually from the date of this final judgment until paid; and
  - h. costs of court for proceedings in this federal action.

All relief not expressly granted is denied. This is a final judgment.

IT IS SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2025, by

---

United States District Judge  
David C. Godbey

AGREED AS TO FORM ONLY,

*/s/*

---

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*Attorneys for Jeff Carpenter*

*/s/*

---

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*Attorneys for Twin City Fire Insurance  
Company*

**From:** Knight, Steven J. Steven.Knight@CHAMBERLAINLAW.COM   
**Subject:** RE: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)  
**Date:** May 7, 2025 at 2:33 PM  
**To:** David Wiley david@gwfirm.com, Amy Gibson amy@gwfirm.com  
**Cc:** Kirchner, Christine c.kirchner@chamberlainlaw.com, Douthit, Jared Jared.Douthit@chamberlainlaw.com, Lemons, Chris M. Chris.Lemons@chamberlainlaw.com



David and Amy,

I am waiting to hear from my client about proceeding with your draft – with one exception. The Prior Judgment does not award post-judgment interest on the condition appellate fees. I would direct you to the paragraph e on page 5 of 7, limiting the post-judgment interest award to “the amounts above,” which only include the actual damages, the pre-judgment interest award, attorneys’ fees “through the day before this Judgment,” and costs of court. Based on that, are you willing to item g on your proposed final judgment?

**Steven Knight**  
Shareholder

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Appendix 006

**From:** Amy Gibson <[amy@gwfirm.com](mailto:amy@gwfirm.com)>

Case 3:23-cv-00769-N Document 72 Filed 05/14/25 Page 7 of 16 PageID 5507

**Sent:** Wednesday, May 7, 2025 3:14 PM

**To:** Knight, Steven J. <[Steven.Knight@CHAMBERLAINLAW.COM](mailto:Steven.Knight@CHAMBERLAINLAW.COM)>; David Wiley <[david@gwfirm.com](mailto:david@gwfirm.com)>

**Cc:** Kirchner, Christine <[c.kirchner@chamberlainlaw.com](mailto:c.kirchner@chamberlainlaw.com)>; Douthit, Jared <[Jared.Douthit@chamberlainlaw.com](mailto:Jared.Douthit@chamberlainlaw.com)>; Lemons, Chris M. <[Chris.Lemons@chamberlainlaw.com](mailto:Chris.Lemons@chamberlainlaw.com)>

**Subject:** Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

**[CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.**

Steve,

That is federal post-judgment interest on the conditional appellate fees. And we do not agree to change that one.

Amy Gibson

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From: Knight, Steven J. <[Steven.Knight@CHAMBERLAINLAW.COM](mailto:Steven.Knight@CHAMBERLAINLAW.COM)> Document 72 Filed 05/14/25 Page 8 of 16 PageID 5508

Date: Wednesday, May 7, 2025 at 3:16 PM

To: Amy Gibson <[amy@gwfirm.com](mailto:amy@gwfirm.com)>, David Wiley <[david@gwfirm.com](mailto:david@gwfirm.com)>

Cc: Kirchner, Christine <[c.kirchner@chamberlainlaw.com](mailto:c.kirchner@chamberlainlaw.com)>, Douthit, Jared <[Jared.Douthit@chamberlainlaw.com](mailto:Jared.Douthit@chamberlainlaw.com)>, Lemons, Chris M. <[Chris.Lemons@chamberlainlaw.com](mailto:Chris.Lemons@chamberlainlaw.com)>

Subject: RE: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

Thank you for clarifying. Can you send me some authority that supports including that?

Appendix 008

**[CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.**

28 USC 1961(a): “Interest *shall* be allowed on *any money judgment* in a civil case recovered in a district court....”

While we did not seek or receive post-judgment interest in *state court* running from each piece of the conditional appellate fees as each piece was completed, we can start federal post-judgment interest on anything not already accruing interest ... from the time the federal court issues *its* judgment.

Amy Gibson

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**U.S. District Court****Northern District of Texas****Notice of Electronic Filing**

The following transaction was entered by Wiley, David on 5/13/2025 at 6:45 PM CDT and filed on 5/13/2025

**Case Name:** Carpenter v. Twin City Fire Insurance Company

**Case Number:** [3:23-cv-00769-N](#)

**Filer:** Jeffrey W Carpenter

**Document Number:** [68](#)

**Docket Text:**

**NOTICE of plaintiff's proposed final judgment as required  
re: [67] Memorandum Opinion and Order, filed by Jeffrey W  
Carpenter (Wiley, David)**

**From:** Knight, Steven J. <[Steven.Knight@CHAMBERLAINLAW.COM](mailto:Steven.Knight@CHAMBERLAINLAW.COM)>

**Date:** Tuesday, May 13, 2025 at 6:59 PM

**To:** Amy Gibson <[amy@gwfirm.com](mailto:amy@gwfirm.com)>

**Cc:** David Wiley <[david@gwfirm.com](mailto:david@gwfirm.com)>, Kirchner, Christine <[c.kirchner@chamberlainlaw.com](mailto:c.kirchner@chamberlainlaw.com)>, Douthit, Jared <[Jared.Douthit@chamberlainlaw.com](mailto:Jared.Douthit@chamberlainlaw.com)>, Lemons, Chris M. <[Chris.Lemons@chamberlainlaw.com](mailto:Chris.Lemons@chamberlainlaw.com)>

**Subject:** Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

Since the offer to apply the federal statute to the conditional appellate fees only was not withdrawn - it is open - and it is accepted. Thank you.

Sent from my iPhone

Appendix 011



Amy Elizabeth Gibson <amy@gwfirm.com>

Case 3:23-cv-00769-N Document 72 Filed 05/14/25 Page 12 of 16 PageID 5512

Inbox - Exchange Yesterday at 7:52 PM

Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

Details

To: Knight, Steven J. <Steven.Knight@CHAMBERLAINLAW.COM> & 5 more



Siri Found a Contact

Amy Gibson  
amy@gwfirm.com

Add

X

It's too late for that. We already filed a different form of proposed final judgment along with a brief stating that we now seek full federal post-judgment interest on the damages, which includes state-court interest.

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Appendix 012



Amy Elizabeth Gibson <[amy@gwfirm.com](mailto:amy@gwfirm.com)>

Case 3:23-cv-00769-N Document 72

Filed 05/14/25

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PageID 5513

Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

To: Knight, Steven J. <[Steven.Knight@CHAMBERLAINLAW.COM](mailto:Steven.Knight@CHAMBERLAINLAW.COM)> & 5 more

Inbox - Exchange Yesterday at 7:52 PM

[Details](#)

It's too late for that. We already filed a different form of proposed final judgment along with a brief stating that we now seek full federal post-judgment interest on the damages, which includes state-court interest.

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Appendix 013

SK

Knight, Steven J. <Steven.Knight@CHAMBERLAIN...

Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

To: Amy Elizabeth Gibson <amy@gwfirm.com> Cc: & 4 more

Interesting. Contracts 101 allows me to accept offers that weren't timed out or withdrawn. Ergo - not too late.

Sent from my iPhone

Inbox - Exchange Yesterday at 7:57 PM

Case 3:23-cv-00769-N Document 72 Filed 05/14/25 Page 14 of 16 PageID 551.4

Details

Appendix 0 14



**Amy Elizabeth Gibson <amy@gwfirm.com>**

**Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)**

**To: Knight, Steven J. <Steven.Knight@CHAMBERLAINLAW.COM> & 5 more**

[Case 3:23-cv-00769-N](#) [Document 72](#) [Filed 05/14/25](#) [Page 15 of 16](#) [PageID 5515](#)

[Details](#)

**Inbox - Exchange Yesterday at 8:05PM**

**Appendix 015**

This ain't a contract. But if you want to get down to 101, there would be no consideration.



Amy Elizabeth Gibson <amy@gwfirm.com>

Re: Carpenter - Proposed Final Judgment 4\_29\_2025(32439948.1)

To: Knight, Steven J. <Steven.Knight@CHAMBERLAINLAW.COM> & 5 more

Case 3:23-cv-00769-N Document 72 Filed 05/14/25 Page 16 of 16 PageID 5516

Document 72 Filed 05/14/25 Page 16 of 16 PageID 5516

Details

I should have also pointed out that, even if you treated this as a contract, any different offer from either side on the same term operates as a revocation.

Appendix 016